



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

**Fino.lk** – the commercial / brand name of the financial services provided by the Lender;

**Loan Service Fee** – a fee payable by the Borrower to the Lender in accordance with the paragraph 6 of this Agreement.

**Interest** – Remuneration to the Lender for the use of the Loan amount paid by the Borrower to the Lender.

**Disbursement date** – the date when the Loan has been disbursed to Borrower's bank account (provided by the Borrower via Platform and specified in the Special terms of the Agreement).

**Notice to the Borrower** – the notifications/approvals/confirmations on willful failure to repay, Final Reminders, Letters of Termination, Letters of Demand or any other correspondence (where applicable) sent by the Lender to the Borrower in respect of certain matters as maybe referred in the Agreement that are to be performed via SMS and/or direct call to the Borrower's mobile phone number as provided in the Special terms of the Agreement and/or via such other method that the Lender may deem fit.

**Due date** – the date of expiration of the Loan Tenor.

**Payment Agency** – payment services provider as appointed by the Lender from time to time.

**Platform** – an internet-based lending platform owned and operated by the Lender with the band name "Fino.lk", using the domain [www.fino.lk](http://www.fino.lk) where the Borrower has a personal verified profile which shall contain the following information that may be accessed by the Borrower:

- a. information about the current Loan and payments that need to be made;
- b. information about status of any application made by the Borrower;
- c. information about new services and products provided by the Lender; and
- d. information about the amounts due by the Borrower to the Lender under the Agreement;

**Loan Extension Fee** - a fee payable to the Lender for the extension of the Due date. The applicable Loan Extension Fee is set at 28% from the unpaid principal for extension of the Due date for 14 days and at 48% from the unpaid principal for extension of the Due date for 30 days

**Services** – services provided by the Lender to the Borrower through the online Platform or otherwise including the services set out below:

- a. Collection, validation and verification of the Borrowers' Data and other information provided by the Borrower;
- b. Review of the Loan applications made by the Borrower;
- c. Informing the Borrower about the approval of Borrower's Loan application on the terms and conditions requested by the Borrower and those set out in the Agreement;
- d. Maintaining the Platform and providing the function of it;
- e. Preparation of the documentation required for the granting of the Loan;
- f. Calculation of amounts due and communication with the Borrower of the matter;
- g. Provision of reminders to the Borrower regarding the amounts due and the dates on which such amounts are due at its sole discretion, and communication with the Borrower of the matter;
- h. Drafting the Agreement and arranging its execution; and
- i. Any other services as may be offered and described by the Lender from time to time on the Platform.

**Total amount due** – the amount calculated at the time of concluding the Agreement, consisting of the total amount of the Loan and costs, including interest (if any), the Loan Service Fee and other applicable charges.

**Verification Code** – a digital code sent via short message service (SMS) to Borrower's mobile phone number.

## 2. LOAN

- 2.1. The Lender, relying upon each of the representations and subject to the obligations of the Borrower set herein, hereby agrees to lend to the Borrower the Loan in the amount set out in the Special terms of the Agreement in the manner hereinafter set out in the Agreement.
- 2.2. Total amount due shall include all the applicable charges and any other payment as set out herein. Total amount due shall be repaid on or before the Due date (as defined and set out in the Special terms)
- 2.3. The Borrower agrees with the Lender that the said interest and additional fees are fair, justified, reasonable and equal in the circumstances, and that the Borrower shall make no claims otherwise.
- 2.4. The Borrower acknowledges and agrees that the Lender shall have the right, in its sole discretion, to reduce the Loan amount and the Loan Tenor, unilaterally provided the Lender provides notice thereof to the Borrower.
- 2.5. The Parties acknowledge and agree that the Lender shall have the absolute right, in its sole discretion, to terminate this Agreement without any liability whatsoever in the event when the mobile phone verification of Borrower cannot be successfully performed or any other intentional or unintentional breach of any one or more of the terms and conditions embedded in this Agreement.

## 3. MINIMUM CRITERIA

- 3.1. The Borrower acknowledges, affirms and understands that the Loan/s is being granted subject to the Borrower fulfilling the following minimum criteria and the Borrower hereby represents and warrants to the Lender that the Borrower satisfies or shall satisfy these minimum criteria:
  - a. The Borrower's age is above twenty (20) years when applying for the Loan;
  - b. The Borrower's residential address is located within Sri Lanka;
  - c. The Borrower accepts his/her Verification Code;
  - d. The Borrower is answering a phone call placed to the Borrower by the Lender and verifying his/her identity to the satisfaction of the Lender; and
  - e. The Borrower's references verifying the information supplied by the Borrower, if the Lender contacts them.
- 3.2. The Borrower agrees and understands that the Lender has conducted and/or shall conduct data verification, which shall include but not be limited to:
  - a. Verification by way of phone calls to the Borrower and references provided by the Borrower as well as to the Borrower's employer if deemed necessary by the Lender;
  - b. Mobile phone verification;
  - c. NIC/Driving License verification uploaded by the Borrower.

## 4. DETAILS OF THE LOAN

- 4.1. The Loan amount, Loan Tenor, Interest and Loan Service Fee are set out in the Special terms of the Agreement.
- 4.2. The total Interest payable on this Loan shall be zero (0%) per centum. The Lender however at its discretion may change the interest rate from time to time by Notice to Borrower. For avoidance of doubt, any such interest shall be calculated on the Disbursement Date from the total amount of the Loan granted to the Borrower.
- 4.3. Total amount due shall be repaid by the Borrower not later than on the Due date. The Borrower reserves the right to fully repay and settle the Total amount due at any time before the expiration of the respective Loan Tenor.
- 4.4. The Borrower shall be required to pay a Late Payment Fee as set out in section 12 on the next succeeding day after the Due date, if the Borrower default in payment and if the total amount of outstanding payment including principal, interest and all the fees is more than Rs. 250/- (the "Grace Sum"). If on the Due date the Total amount due, including accrued Late Payment Fees, is less than the Grace Sum, then such amount shall be waived and the Loan shall be deemed to be fully repaid and shall be automatically closed.
- 4.5. The Late Payment Fee of 10% from the unpaid principal shall be charged on the 3<sup>rd</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup> and 30<sup>th</sup> day after the Due date.
- 4.6. The Loan shall be disbursed to the Borrower's bank account or any other account provided by Borrower via Platform. The Borrower shall receive Notice to Borrower about the Loan approval and Loan disbursement upon Loan Disbursement date .

- 4.7. The Lender may from time to time apply discounts by reducing the Loan Service Fee or any other additional service provided by the Lender. If the Borrower delays the repayment of the Loan amount for at least 3 (three) days, the applied discount is revoked, and the Borrower shall pay to the Lender the Loan Service Fee for the entire Loan Tenor and the full price of the additional services provided (if any).

## 5. SERVICES

- 5.1. The Borrower hereby retains the Lender to provide the Services to the Borrower pursuant to the terms and conditions of the Agreement and the Lender hereby agrees to render the Services to the Borrower.
- 5.2. Early prepayment shall be possible at any time.
- 5.3. The Lender may conduct a credit risk assessment of the Borrower by itself, at its cost but without any obligation to do so, through a third party.
- 5.4. The Lender shall have the right to contact the Borrower or person(s), referred to as a “reference(s)” in Borrower’s loan application through various means, including but not limited to: (i) phone text messages; (ii) emails; (iii) voice calls; and (iv) automated voice calls.
- 5.5. The Borrower expressly acknowledges that:
- a. the Lender shall have no obligation to accept a loan application submitted by the Borrower and for the Lender’s refusal to grant a Loan on the terms requested in the loan application or on any other terms and conditions; and
  - b. the Lender has made no representation, warranty or other commitment, whether verbal or written, (i) as to the likelihood that a loan application will be accepted by the Lender, (ii) that a Loan will be made available by the Lender, or (iii) as to the terms and conditions of any Loan. The Borrower hereby now and forever releases the Lender from any liability in the event the Borrower is not able to obtain a Loan.
- 5.6. The Borrower acknowledges that the failure of the Lender in providing reminders shall not be a reason for any default in the payment or repayment of any amounts due under the Agreement.

## 6. LOAN SERVICE FEE

- 6.1. The Loan Service Fee under the Agreement consist of the fee payable by the Borrower to the Lender for the Services provided by the Lender including but not limited to evaluation, Loan management, granting of the Loan, assistance and consultation of the Loan disbursement and for other services provided by the Lender from time to time under the Agreement and in accordance with the terms and conditions hereof.
- 6.2. The Loan Service Fee is set at 1.5% of the Loan amount per day for Loans with a term up till 14 days and at 1% of the Loan amount per day for Loans with a term from 15 up till 30 days. The amount of Loan Service Fee shall be as specified in the Special terms of this Agreement.
- 6.3. The Loan Service Fee is accrued immediately after loan disbursement and charged on the Due date.
- 6.4. The Lender shall have the sole discretion to vary the Loan Service Fee in accordance with applicable law without any prior notice to the Borrower.
- 6.5. The Borrower hereby irrevocably and unconditionally authorize the Lender to collect the Loan Service Fee from the Borrower. The payment of the Loan Service Fee to the Lender through the Lender’s account shall be the only payment method permitted under the Agreement, unless otherwise agreed by the Parties hereto.

## 7. REPAYMENT/PREPAYMENT OF THE LOAN

- 7.1. The Borrower shall be required to repay to the Lender all amount due or payable in respect of the Loan (including but not limited to principal, interest, fees, charges or any expenses in accordance with the Agreement) under the Agreement on the Due date.
- 7.2. The Loan, Loan Service Fee, and / or any other payments shall be repaid by the Borrower directly to bank account of the Lender, the details of which are set out in the Special terms of the Agreement (unless other details are communicated by the Lender, from time to time) or:
- 1) via bank branches (Via branch Counter and Cash Deposit Machines);
  - 2) via Pay & Go Kiosks;
  - 3) via Cargills Food City.
- 7.3. Early prepayment shall be subject to the Lender’s consent and only applicable if the Borrower pays to the Lender the Total amount due.
- 7.4. Payments made by the Borrower shall be allocated in the priority order as mentioned: (i) The Loan Service Fee; (ii) the Late payment Fee; (iii) Principle; and (iv) any other fees.

## **8. NOTICE TO THE BORROWER**

- 8.1. The Borrower hereby acknowledges and agrees to be bound by and comply with the Notice to the Borrower at all times. The Notice to the Borrower shall be an integral part of the Agreement and can be issued by and/or through a service provider, Payment Agent or any partner as designated by the Lender from time to time. In the event when the Notice to the Borrower contains any mistake and/or error for whatever reasons, the Lender reserves the right to re-correct, amend such information or error by sending another Notice to the Borrower within seven (7) business days thereafter.
- 8.2. The Borrower agrees and provides his/her irrevocable consent to receive SMS (Short Message Service) or email messages from the Lender containing information related to repayment or any other information connected with the Loan. All such messages shall be deemed as the Notice and receipt thereof shall be deemed as duly acknowledgement of the Notice received by the Borrower.

## **9. RIGHTS AND OBLIGATIONS OF THE LENDER**

The rights and obligations of the Lender are as follows:

- a. To decide the Loan disbursement as per the Borrower's request or confirmation via Notice to Borrower.
- b. To open and maintain books and records showing the Loans, repayments, prepayments, the computation and payment of fees and other amounts due and sums paid which shall be conclusive and binding on the Borrower as to the amount at any time due from the Borrower, in the absence of manifest error in computation.
- c. When serving the Notice to Borrower, to record any contents exchanged in such communication between the Lender and the Borrower, which shall be lawful evidence of such communication in case the Borrower sends any request in relation to the Agreement via phone.
- d. To request the Borrower to fully pay any payable or due amount under the Agreement at any time that the Lender may deem it necessary.
- e. To request the Borrower to compensate for any damages, liabilities, claims, losses, expenses in relation to or arising from any transactions between the Parties under the Agreement.
- f. To comply with the terms and conditions provided in the Agreement.
- g. To assign claims under this Agreement to a third party at its own discretion and subject to mandatory requirements of local laws.

## **10. RESPONSIBILITIES AND OBLIGATIONS OF THE BORROWER**

The rights and obligations of the Borrower are as follows:

- a. To fully repay the Loan and all other obligations, including, Loan Service Fee, interest (if any), any other applicable charge in full on the Due date and perform its other obligations in terms of the Agreement in a timely manner.
- b. To undertake irrevocably to agree with any amendments, changes to terms and conditions made by the Lender;
- c. To undertake irrevocably and unconditionally to be liable, compensate and ensure to keep the Lender indemnified against any liabilities, compensation, claims, damages, losses, expenses in relation to or arising from any transactions between the Parties under the Agreement.

## **11. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE BORROWER**

11.1. The Borrower represents and warrants to the Lender that:

- a. the Borrower has fulfilled the minimum criteria as specified in Clause 3.1 of the Agreement;
- b. the Borrower's data and all other information provided to the Lender and/or the Platform are complete and true data and information of the Borrower and not misleading in any respect;
- c. the Borrower shall be legally liable for every fraud, forgery, and the unauthorized use of, the Borrower's data provided by or on behalf of the Borrower to the Lender or the Platform;
- d. the Borrower has obtained all approvals, if any, from regulatory authorities or otherwise required to be obtained for the purpose of execution and performance of the Agreement and enters into the Agreement in good faith, without any intention of violating the applicable rules and regulations including but not limited to money laundering, tax avoidance and anti-terrorism regulations;

- e. the Borrower is entering into the Agreement for and on his or her own behalf, freely and of his or her own accord without any duress or intimidation from any party and with full knowledge and understanding of its contents and consequences;
- f. the electronic signature of the Borrower on the Agreement is valid and the Agreement constitutes the valid, legal and binding obligations of the Borrower, enforceable against him/her in accordance with applicable law;
- g. the Borrower is not required to withhold any tax or other amount from any payment of the Loan, whether for principal, interest or any other amount; and
- h. the proceeds of the Loan shall be used solely for personal use and not for any commercial or business purpose.

11.2. The Borrower hereby undertakes to the Lender that:

- a. The Borrower shall comply in all respect with all applicable laws in connection with the performance of the Borrower's obligations under the Agreement, and other relevant documents;
- b. The Borrower shall be liable for any request, notice, confirmation made by the Borrower via phone and acknowledges and undertakes that such request, notice, confirmation shall create the lawful liabilities and be binding the Borrower under the Agreement; and
- c. The Borrower undertakes to immediately inform to the Lender upon any change to the Borrower's information (including but not limited to any information related to Registered Phone, residence address and any other information may impact to the Borrower's repayment capacity).

## 12. EVENT OF DEFAULT

12.1. Each of the events or circumstances set out in the following sub-clauses is an Event of Default:

- a. The Borrower does not comply with any provision of the Agreement, and/or any relevant documents, including any failure to pay when due any principal, interest, fee or any other amount payable pursuant to the Agreement, and or any relevant documents;
- b. The Borrower breaches any of his obligations and/or the representations and warranties as set out herein.
- c. Any Borrower's breach of any obligations towards any third party providing the services in relation to granting the Loans under the Agreement shall be deemed as the Borrower's breach of the Agreement;
- d. Any representation or statement made or deemed to be made by the Borrower in the Agreement, and/or any relevant documents is incorrect or misleading in any material respect when made or deemed to be made;
- e. In the event of death or incapacitation of the Borrower; or
- f. Any event or series of events occurs which, in the opinion of the Lender, is likely to have a material adverse effect on the Borrower's financial conditions.

12.2. On and at any time after the occurrence of an Event of Default which is continuing the Lender is entitled to:

- a. Declare all or part of the outstanding under the Loan, together with accrued interest, Loan Service Fee and all other amounts accrued or outstanding under the Agreement, to be immediately due and payable;
- b. Terminate all obligations of the Lender under the Agreement, and other relevant documents; and
- c. Exercise all of its rights and remedies under the Agreement, and other relevant documents.

## 13. INDEMNITY

13.1. The Borrower agrees to indemnify and hold the Lender harmless from and against all losses, claims, damages, liabilities, costs or expenses including, but not limited to,

- a. The occurrence of any Event of Default;
- b. The information produced or confirmed by the Borrower being or is alleged not being misleading and/or deceptive in any respect;
- c. Any enquiry, investigation or similar order or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under the Agreement, and other relevant documents;
- d. The Borrower's due debts under the Agreement (or any part thereof) not being prepaid in accordance with a notice of prepayment given by the Borrower those resulting from any

threatened or pending investigation, action, proceeding or dispute (except where such loss, claim, damage, liability, cost or expense arose out of an act of gross negligence or gross breach of duty by the Lender, whether or not the Lender is a party to such investigation, action, proceeding or dispute, arising out of the Lender entering into or performing services under the Agreement, or arising out of any matter referred to in the Agreement.

13.2. The provisions of this paragraph shall survive the termination and expiration of the Agreement.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.

14.1. All disputes arising from or in relation to the Agreement or breaches of the Agreement, termination, invalidity shall be firstly resolved by mutual consultation and in the event the parties could not come to a settlement, parties may seek the jurisdiction of a competent court of Sri Lanka.

14.2. This Agreement shall be governed and interpreted in accordance with the laws of Sri Lanka and shall be subject to the jurisdiction of District Courts of the Sri Lankan under civil Law and criminal courts of Sri Lanka under Criminal law.

#### **15. MISCELLANEOUS PROVISIONS**

15.1. The Borrower understands and acknowledges that the insertion of the Verification Code set out below and onwards an electronic acceptance in the Platform shall be the electronic signature of the Borrower and that he shall be bound by the terms and conditions set out in the Agreement upon such signature being placed.

15.2. The Borrower hereby expressly agrees and permits the Lender to transfer and disclose to any third party any information relating to the Borrower's affairs or account in respect of the Agreement, and at any time and to such extent as the Lender may at its absolute discretion deem expedient or necessary. The Borrower hereby agrees that the aforesaid information may be used, encrypted, transmitted and stored by the Lender and its holding company, head office, other branches, subsidiaries, related companies (whether within or outside Sri Lanka) and/or may be exchanged to or with all such persons as the Lender considers necessary to the extent as permitted by law.

15.3. The Borrower hereby expressly agrees and permits the Lender to obtain information on his credit history from any third party, in instances where the advance credit scoring is deemed necessary to be conducted, before granting the Loan hereunder. The Borrower hereby further agrees that the aforesaid information may be used, transmitted and stored by the Lender and its holding company, head office, other branches, subsidiaries, related companies as the Lender considers necessary to the extent as permitted by applicable laws and regulations.

15.4. The Borrower shall be responsible for VAT or any other taxes, duties, levies or charges imposed on the Services provided to Borrower or on any fees payable by the Borrower to the Lender hereunder.

15.5. The Borrower expressly consents to such actions and declares that no further consent from the Borrower is necessary or required in relation thereto.

15.6. Any Notice to Borrower or such other notices sent by the Lender or third party as appointed by the Lender in relation to the Agreement shall be treated as having been given and received when sent by SMS message to the Telephone number and no failure notice is received by the Lender .

15.7. Establishment and/or performance of the Lender's communication means under the Agreement may be conducted by and/or through service providers, Payment Agencies, partners as appointed by the Lender from time to time and which shall be legally binding on the Parties.

15.8. The Agreement shall be in force and effect until the Borrower has fully repaid his/her obligations towards the Lender under the Agreement. Provided however, the Lender may, at its sole discretion, waive the unpaid principal if such unpaid principal does not exceed Rs. 250/-. Notwithstanding that, the Lender has power to amend, supplement and/or unilaterally terminate the Agreement at any time by serving a prior notice to the Borrower within a reasonable period.

15.9. No one other than a Party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

15.10. No failure or delay by the Lender to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the



further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.11. If any provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. If one Party gives notice to the other of the possibility that any provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.12. These General Terms and Conditions of Lending of the Loan Agreement sets forth the entire understanding of the parties relating to the subject matter here of and supersedes and cancels any prior communications, understandings and agreements between the parties. This Agreement cannot be modified or changed, nor can any of its provisions be waived, except by written agreement signed by the two parties hereto.
- 15.13. This Agreement may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one of the same Agreement. Where, for reasons of time and/or distance, one party is unable to deliver an original counterpart to the other Party, the Parties agree that a copy of the original executed counterpart sent by facsimile machine instead of the original counterpart is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.
- 15.14. Notwithstanding any other provisions in the Agreement, the indemnities contained in the Agreement shall survive the signing hereof.
- 15.15. The contents of the Agreement are contained in an electronic format and shall have full validity and effect notwithstanding the fact that it may not be printed, and the electronic signatures of the parties shall be deemed to be hands or common seals of the respective parties.
- 15.16. The Borrower hereby authorises the Lender to: (i) sign assignment agreements between the Borrower and other Borrowers or investors, (ii) execute, sign, perform and amend any and all letters, notices, agreements, amendments and other documents with the Borrowers or investors and other third parties (including, inter alia, collection services and agency agreements) required and necessary to perform actions specified above, and (iii) carry out any other actions necessary to fulfil this mandate.

The Parties agree and intending to be legally bound and the Parties have duly executed this Agreement as of the date first written above at Colombo.